CONTRACT

State of Vermont
Buildings and General Services
Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 USA

Vendor ID 0000001184 Reynolds & Son Inc PO Box 380 S Barre VT 05670 USA



Contract ID		Page
000000000000000000010947		1 of 3
Contract Dates		Origin
01/19/2007 to 01/31/2010		CPŠ
Description:		Contract Maximum
CPS- INDUSTRIAL ENAMEL PAINT		\$999,999.00
Buyer Name	Buyer Phone	Contract Status
Sellears.Stuart	828-3701	Approved

Phone #: 802-479-0101

	Phone #: 802-479-0101 Unit Max Max					
Line	# Item ID	Item Desc	UOM	Price	Qty	Max Amt
1	8558	PAINT, INDUSTRIAL: MODIFIED ALKYD ENAMEL; RESISTANT TO WEATHERING; RUST INHIBITING. ONE COAT FINISH/USE ON PRIMED SURFACES. V.O.C. LESS THAN 450 G/L (3.75 LBS/GAL) METALLIC <500 G/L (4.2 LBS/GAL). SHALL CONTAIN NO LEAD (LESS THAN 5 PPM) OR MERCURY.	GAL	33.15000	0.00	0.00
	ORANGE. RUST-OL	EUM #956402				
2	8559	PAINT, INDUSTRIAL: MODIFIED ALKYD ENAMEL; RESISTANT TO WEATHERING; RUST INHIBITING. ONE COAT FINISH/USE ON PRIMED SURFACES. V.O.C. LESS THAN 450 G/L (3.75 LBS/GAL) METALLIC <500 G/L (4.2 LBS/GAL). SHALL CONTAIN NO LEAD (LESS THAN 5 PPM) OR MERCURY	GAL	25.85000	0.00	0.00
	BLACK HIGH GLOSS	S. RUST-OLEUM #634402				
3	8554	PAINT, INDUSTRIAL: MODIFIED ALKYD ENAMEL; RESISTANT TO WEATHERING; RUST INHIBITING. ONE COAT FINISH/USE ON PRIMED SURFACES. V.O.C. LESS THAN 500 G/L (4.2 LBS/GAL). SHALL CONTAIN NO LEAD (LESS THAN 5 PPM) OR MERCURY.	GAL	29.85000	0.00	0.00
	ALUMINUM. RUST-C	DLEUM #473402				
4	8874	PAINT, INDUSTRIAL: MODIFIED ALKYD ENAMEL; RESISTANT TO WEATHERING; RUST INHIBITING. ONE COAT FINISH/USE ON PRIMED SURFACES. V.O.C. LESS THAN 450 G/L (3.75 LBS/GAL) METALLIC <500 G/L (4.2 LBS/GAL). SHALL CONTAIN NO LEAD (LESS THAN 5 PPM) OR MERCURY.	GAL	26.50000	0.00	0.00
	FLAT BLACK. RUST	-OLEUM #412402				
5	8875	PAINT, INDUSTRIAL: MODIFIED ALKYD ENAMEL; RESISTANT TO WEATHERING; RUST INHIBITING. ONE COAT FINISH/USE ON PRIMED SURFACES. V.O.C. LESS THAN 450 G/L (3.75 LBS/GAL) METALLIC <500 G/L (4.2 LBS/GAL). SHALL CONTAIN NO LEAD (LESS THAN 5 PPM) OR MERCURY.	GAL	33.75000	0.00	0.00
	YELLOW. RUST-OLE	EUM #944402				
6	8557	PAINT THINNER: FOR USE WITH INDUSTRIAL ENAMEL PAINT OR PRIMER. RUST-OLEUM #641402	GAL	13.55000	0.00	0.00

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Contract Dates		Origin	
01/19/2007 to 01/31/2010		CPS	
Description:		Contract Maximum	
Description:	L ENAMEL PAINT	Contract Maximum \$999,999.00	
Description:	L ENAMEL PAINT Buyer Phone		

Phone #: 802-479-0101

Line #	! Item ID	Item Desc	UOM	Unit Price	Max Qtv	Max Amt
7	8876	PRIMER, INDUSTRIAL: FAST-DRYING, MODIFIED ALKYD. V.O.C. < 450 G/L (3.8 LBS/GAL). SHALL CONTAIN NO LEAD (LESS THAN 5 PPM). QUICK-DRY RED. RUST-OLEUM #678402	GAL	24.85000	0.00	0.00
8	9704	PAINT, INDUSTRIAL: MODIFIED ALKYD ENAMEL; RESISTANT TO WEATHERING; RUST INHIBITING. ONE COAT FINISH/USE ON PRIMED SURFACES. V.O.C. LESS THAN 450 G/L (3.75 LBS/GAL) METALLIC <500 G/L (4.2 LBS/GAL). SHALL CONTAIN NO LEAD (LESS THAN 5 PPM) OR MERCURY.	GAL	42.00000	0.00	0.00
,	WHITE. RUST-OL	EUM #7290402				
9	9705	PAINT, INDUSTRIAL: SPRAY ENAMEL; 20 OZ. CANS. RUST-OLEUM ORANGE #V2155838 BLACK #V21799838 WHITE #V2196838	EA	5.30000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

AVAILABILITY AND DELIVERY: CONTRACTOR SHALL STOCK SUFFICIENT QUANTITY TO ENSURE AVAILABILITY WITHIN ONE WEEK ARO. MINIMUM ORDER SHALL BE ONE GALLON. WEEKLY LOCAL DELIVERY IS OFFERED TO STATE OF VERMONT CENTRAL GARAGE, BARRE-MONTPELIER ROAD, BERLIN, VT ON FRIDAYS OR TO MEET EMERGENCY NEEDS (MINIMUM ONE GALLON).

TECHNICAL SUPPORT: LOCAL TRAINED REYNOLDS PERSONNEL AND LOCAL RUST-OLEUM REPRESENTATIVE. BACKED BY MANUFACTURER PERSONNEL, SHALL PROVIDE PROMPT PRODUCT SUPPORT. TRAINING AVAILABLE UPON REQUEST FOR SURFACE PREPARATION, APPLICATION, AND OTHER CONCERNS.

TERM: THIS CONTRACT IS FOR AN INITIAL TWO-YEAR TERM WITH OPTIONS FOR TWO ONE-YEAR EXTENSIONS AT MUTUALLY AGREEABLE PRICES, TERMS AND CONDITIONS.

POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN THIS CONTRACT AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS & GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY.

THIS CONTRACT IS ALSO ISSUED ON BEHALF OF THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VT AND THE VERMONT TECHNICAL COLLEGE. THIS ALSO APPLIES TO THE UNIVERSITY OF VERMONT.

ATTACHMENT: CURRENT PURCHASING AND CONTRACT ADMINISTRATION TERMS AND CONDITIONS ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

QUANTITY: QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE AND MAY BE INCREASED OR DECREASED TO MEET ACTUAL REQUIREMENTS.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT OR ANY PORTION THEREOF PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR CONSISTENT WITH THE TERMS OF THE CONTRACT.

DELIVERY: SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES, WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT, SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

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Sellears,Stuart	828-3701	Approved	

Phone #: 802-479-0101

Line # Item ID Item Desc UOM Price Qty Amt

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR S STANDARD BILLHEAD

AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

Contractor shall submit quarterly product sales reports, sent to the purchasing agent no more than fifteen (15) days after the end of the quarter Each report must contain the following information: Contract number; the using departments address, contact name and telephone number; product ordered; quantity ordered; quantity shipped; price charged with totals for each product for each reporting periods.

Customer Satisfaction Survey: To help us understand how we can better serve you, we are interested in receiving your comments regarding the quality of service you received in you most recent interaction with the Department of Buildings & General Services (BGS). Please complete the on-line Customer Comment Form at http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

AMENDMENT # 1 JANUARY 2009: THE CONTRACT IS EXTENDED FOR A TERM OF ONE YEAR UNDER THE SAME TERMS AND CONDITIONS WITH AN AVERAGE PRICE INCREASE OF 11.90%.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT	By the CONTRACTOR
Date:	Date:
Signature:	Signature:
Name:	Name:
Title:	Title:
Email:	Email: